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12 TELEPHONE, INC., and JASON MILLS

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14 **UNITED STATES DISTRICT COURT**

15 **EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION**

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17 JONATHAN FINESTONE,

Case No. 2:20-cv-00230-TLN-KHN

18 Plaintiff,

**SUPPLEMENTAL STIPULATION TO
PROTECTIVE ORDER GOVERNING
CONFIDENTIAL INFORMATION**

19 v.

20 UTILITY TELECOM GROUP, LLC,
UTILITY TELEPHONE, INC.,
21 JASON MILLS, and DOES 1-10,

Judge: Hon. Troy Nunley

22 Defendants.

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1 Pursuant to Federal Rule of Civil Procedure 26(c), Local Rule 141, and Section 10 of the
2 existing Stipulated Protective Order Plaintiff JONATHAN FINESTONE (“Plaintiff”) and
3 Defendants UTILITY TELECOM GROUP, LLC, UTILITY TELEPHONE, INC., and JASON
4 MILLS (“Defendants”) by and through their respective counsel of record hereby stipulate to
5 modify the Protective Order entered July 8, 2020. [Dkt. 9]. Except for the modifications
6 identified herein, all other terms of the existing Protective Order remain unchanged.

7 SECTION 2

8 The parties agree to modify Section 2 of the Protective Order to add a designation for
9 production of “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL,” in connection with
10 discovery, pretrial activities, trial, and post-trial activities including appeals, in the above
11 captioned case (“Action”). “ATTORNEY’S EYES ONLY – HIGHLY CONFIDENTIAL ” is
12 information (regardless of how it is generated, stored, or maintained) or tangible things that a party
13 in good faith believes not to be in the public domain and that reveals or reflects: (i) highly
14 sensitive trade secrets, intellectual property, proprietary technical information, and research and
15 development information, (ii) highly sensitive business, financial, or marketing information; or
16 (iii) such other documents, information, or materials that a party reasonably believes is entitled to
17 extraordinary protection or is of such nature and character that the unauthorized disclosure of such
18 information is likely to substantially harm the competitive or economic position of the party or
19 provide improper advantage to others.

20 SECTION 3

21 The parties agree to modify Section 3 of the Protective Order to add the following:
22 “The acceptance by a Party of material marked as “ATTORNEYS’ EYES ONLY –
23 HIGHLY CONFIDENTIAL” shall not constitute an admission or concession or permit an
24 inference that such designation is appropriate. However, material marked as “ATTORNEYS’
25 EYES ONLY – HIGHLY CONFIDENTIAL” shall be treated as designated unless the Parties
26 follow the procedures set forth below to remove, change or otherwise declassify the designation.

27 The challenging party shall initiate the dispute resolution process by providing written
28 notice of each designation it is challenging and describing the basis for each challenge. Written

1 notice must be emailed **and mailed** to the designating Party. To avoid ambiguity as to whether a
2 challenge has been made, the written notice must recite that the challenge to confidentiality is
3 being made in accordance with this specific paragraph of the Protective Order. A challenge may
4 be made at any time. In conferring, the challenging party must explain the basis for its belief that
5 the “ATTORNEYS’ EYES ONLY – HIGHLY CONFIDENTIAL” designation was not proper and
6 must give the designating party an opportunity to review the designated material, to reconsider the
7 designation, and, if no change in designation is offered, to explain the basis for the chosen
8 designation. A challenging party may proceed to the next stage of the challenge process only if it
9 has engaged in this meet-and-confer process first or establishes that the designating party has not
10 participated in the meet-and-confer process within ten (10) business days.

11 A challenging party may, but is not obligated to, elect to pursue a challenge to a
12 “ATTORNEYS’ EYES ONLY – HIGHLY CONFIDENTIAL” designation, after considering the
13 justification offered by the designating Party during the meet-and-confer process, by filing and
14 serving a motion that identifies the challenged material and sets forth in detail the basis for the
15 challenge. Each such motion must be accompanied by a competent declaration affirming that the
16 movant has complied with the meet-and-confer requirements imposed in the preceding paragraph
17 and that sets forth with specificity the justification for the challenge to the designation. In the
18 event such a challenge is made, it shall be the obligation of the producing Party or non-party to file
19 and serve an appropriate motion to the United States District Court for the Eastern District of
20 California (the “Court”), no later than sixty (60) business days after the conclusion of the ten (10)
21 business day period, requesting the Court to retain the ATTORNEY’S EYES ONLY – HIGHLY
22 CONFIDENTIAL designation under Local Rule 140 (and in compliance with Local Rule 141, if
23 applicable). Until the Court rules on the challenge, all parties shall continue to afford the material
24 in question the level of protection to which it is entitled under the designating party’s designation,
25 in accordance with the Protective Order.

26 The failure to challenge a designation of material as “ATTORNEYS’ EYES ONLY –
27 HIGHLY CONFIDENTIAL” shall not be deemed an admission, concession, or permit an
28 inference that such designation is appropriate.”

SECTION 4

The parties further agree to modify Section 4 of the Protective Order to add the following:

“Material designated and produced as ATTORNEY’S EYES ONLY – HIGHLY

CONFIDENTIAL may only be used to prosecute or defend this action and shall not be disclosed to (nor the content discussed with) anyone other than the following persons:

(a) attorneys of record for the receiving party, their support staff, and their vendors (e.g., court reporters; videographers; copying and document management service providers; translators; jury consultants; as well as graphics, animation, and demonstrative exhibit service providers);

(b) experts, investigators, or consultants (collectively “Experts”) engaged by the receiving party or its attorneys to assist and/or testify in the preparation and trial of this case who agree to abide by the terms of this Protective Order by signing **Exhibit B**;

(c) the Court, its clerks and employees, and any court reporter retained to record proceedings before the Court in which event such information shall be filed under seal (as set forth in Section 8 of the Protective Order);

(d) any alternative dispute resolution representative who is assigned or requested by the parties to hear this matter and his or her staff, subject to their agreement to maintain confidentiality to the same degree as required by this Order.”

Nothing in this stipulation may be construed to waive any party's right to challenge the "ATTORNEY'S EYES ONLY – HIGHLY CONFIDENTIAL" or Confidential" designation of any materials produced."

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: October 14, 2022

iCommLaw

By: /S/ Anita Taff-Rice
Anita Taff-Rice
Attorneys for Plaintiff JONATHAN FINESTONE

1 DATED: October 14, 2022

DOWNEY BRAND LLP

3 By: /S/ Dustin M. Amrein

4 Sean J. Filippini
5 Dustin M. Amrein
6 Attorneys for Defendants UTILITY TELECOM
7 GROUP, LLC, UTILITY TELEPHONE, INC.,
and JASON MILLS

8 PURSUANT TO STIPULATION, IT IS SO ORDERED.

9 Dated: October 18, 2022

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11 KENDALL J. NEWMAN
12 UNITED STATES MAGISTRATE JUDGE

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DOWNEY BRAND LLP

1 EXHIBIT B
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UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA – SACRAMENTO DIVISION

JONATHAN FINESTONE,)
6 Plaintiff,) Case No. 2:20-cv-00230-TLN-KHN
7 v.)
8 UTILITY TELECOM GROUP, LLC, UTILITY)
9 TELEPHONE, INC., JASON MILLS, and DOES)
1-10,)
10 Defendants.
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I, _____, hereby acknowledge that, as a non-party to the Protective Order ordered by the Court in the above-captioned case, I am about to receive documents information designated as “ATTORNEYS’ EYES ONLY – HIGHLY CONFIDENTIAL” under the Protective Order.

I certify my understanding that “ATTORNEYS’ EYES ONLY – HIGHLY CONFIDENTIAL” information is being provided to me pursuant to the terms and restrictions of the Protective Order, and that I have been given a copy of and have read and understood my obligations under that Protective Order. I hereby agree to be bound by the terms of the Protective Order. I clearly understand that the “ATTORNEYS’ EYES ONLY – HIGHLY CONFIDENTIAL” information and my copies or notes relating thereto may only be disclosed to or discussed with those persons permitted by the Protective Order to receive such material.

I will return on request all materials containing “ATTORNEYS’ EYES ONLY – HIGHLY CONFIDENTIAL” information, copies thereof, and notes that I have prepared relating thereto, to outside counsel for the party to the litigation by whom or on whose behalf I am retained.

I hereby submit to the jurisdiction of this Court for the purpose of enforcement of the Protective Order and waive any and all objections to jurisdiction and venue.

1 I make the above statements under penalty of perjury.
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4 Date: _____
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6 City where sworn and signed: _____
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8 Printed name: _____
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10 Signature: _____
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